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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF ARIZONA**
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9 Carlos Carrillo,

10 Plaintiff,

11 v.

12 Pima County Community College District,
13 et al.,

14 Defendants.

No. CV-22-00359-TUC-JAS

ORDER

15 Before the Court is Defendant's Motion for Entry of Protective Order (Doc. 48),
16 Plaintiff's Response (Doc. 54), and Defendant's Reply (Doc. 55). Plaintiff objects to the
17 terms of Defendant's Proposed Protective Order (Doc. 48-1), specifically to the
18 provision—paragraph 5(b)—which requires members of Plaintiff's legal team to subject
19 themselves to this Court's jurisdiction. *See* Doc. 54 at 3-4.

20 Plaintiff's objection is overruled. The provision in question is commonplace in
21 protective orders. *See e.g.* Judge Lanza's "Protective Order" and Judge Tuchi's "Example
22 Protective Order," available at <https://www.azd.uscourts.gov/judges/judges-orders>.
23 Further, without such a provision, the Court would have no practical way of enforcing the
24 terms of a protective order, making such orders effectively useless. As such,

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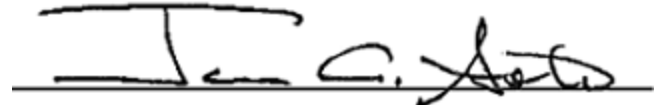
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IT IS ORDERED as follows:

1. Defendant's Motion for Entry of Protective Order (Doc. 48) is **GRANTED**.
2. Plaintiff's objection to the terms of the Protective Order is **OVERRULED**.
3. The Parties must abide by the terms of the attached Protective Order.

Dated this 14th day of August, 2023.



Honorable James A. Soto
United States District Judge

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6 **UNITED STATES DISTRICT COURT**
7 **DISTRICT OF ARIZONA**

8 Carlos Carrillo, an adult individual,

9 Plaintiff,

10 v.

11 Pima County Community College
12 District; Michelle Nieuwenhuis, an adult
13 individual; Alex Carranza, an adult
14 individual; Amy Montano, an adult
individual; David Rucker, an adult
individual,

15 Defendants.

No. 22CV00359-TUC-JAS

Protective Order

16
17 The Court recognizes that documents and information (“**Materials**” as defined
18 herein) being sought through discovery in the above-captioned action are considered
19 confidential by the parties. The parties shall be bound by the terms of this Protective Order
20 (“**Order**”) in this action to facilitate document production and disclosure, and to protect
21 the respective interests of the parties in their confidential information. This Order shall
22 remain in effect unless modified pursuant to the terms contained in this Order.

23 Accordingly,

24 **IT IS ORDERED** that the Parties may disclose Materials which contain
25 confidential Title IX information, including the records related to claims and defenses in
26 this lawsuit, pursuant to this Order.

27 **IT IS FURTHER ORDERED** that the following provisions shall be enforced.
28 The following Definitions apply in this Order:

1 A. The term “**Confidential Information**” means information contained
2 or disclosed in any Materials, including information regarding the identities of the
3 parties to Title IX proceedings, which are confidential pursuant to 34 C.F.R. 106.71.

4 B. The term “**Materials**” includes, but is not limited to: documents;
5 correspondence; memoranda; financial information; emails; specifications;
6 minutes; letters; statements; cancelled checks; contracts; invoices; drafts; books of
7 account; worksheets; notes of conversations; desk diaries; appointment books;
8 expense accounts; recordings; photographs; motion pictures; sketches; drawings;
9 notes of discussions with third parties; other notes; business reports; instructions;
10 disclosures; other writings; answers or responses to written discovery, trial and
11 deposition testimony and transcripts or recordings thereof; and data, summaries and
12 compilations derived therefrom produced or disclosed by any party.

13 C. The term “**Counsel**” means all counsel of record throughout the
14 litigation, including outside counsel of record, and other attorneys, paralegals,
15 secretaries, and support staff employed in the office of any counsel of record.

16
17 The following provisions apply in this litigation:

18 1. Each party to this litigation that produces or discloses any Materials that the
19 producing party believes should be subject to this Protective Order may designate the same
20 as “CONFIDENTIAL.” Any party may designate information as “CONFIDENTIAL”
21 only if, in the good faith belief of such party and its Counsel, contain Confidential
22 Information as defined in Section A, above.

23 2. In the event the producing party elects to produce Materials for inspection,
24 no marking need be made by the producing party in advance of the initial inspection. For
25 purposes of the initial inspection, all Materials produced will be considered as
26 “CONFIDENTIAL,” and must be treated as such pursuant to the terms of this Order.
27 Thereafter, upon selection of specified Materials for copying by the inspecting party, the
28 producing party must, within a reasonable time prior to producing those Materials to the

1 inspecting party, mark the copies of those Materials that contain Confidential Information
2 with the appropriate confidentiality marking.

3 3. Whenever a deposition taken on behalf of any party involves the disclosure
4 of Confidential Information of any party:

5 (a) The deposition or portions of the deposition must be designated as
6 containing Confidential Information subject to the provisions of this
7 Order. Such designation must be made on the record whenever
8 possible, but a party may designate portions of depositions as
9 containing Confidential Information after transcription of the
10 proceedings. A party will have until thirty (30) days after receipt of
11 the deposition transcript to inform the other party or parties to the
12 action of the portions of the transcript to be designated
13 "CONFIDENTIAL."

14 (b) Prior to the disclosure of Confidential Information, the disclosing
15 party will have the right to exclude from attendance at the deposition
16 any person other than the deponent, Counsel (including their staff and
17 associates), the court reporter, and the person(s) agreed upon pursuant
18 to paragraph 8, below.

19 (c) The originals of the deposition transcripts and all copies of the
20 deposition must bear the legend "CONFIDENTIAL", and the original
21 or any copy ultimately presented to a court for filing must not be filed
22 unless it can be accomplished under seal, identified as being subject
23 to this Order, and protected from being opened except by order of this
24 Court.

25 4. All Confidential Information designated as "CONFIDENTIAL" must not be
26 disclosed by the receiving party to anyone other than those persons designated within this
27 Order, must be handled in the manner set forth below, and must not be used for any purpose
28 other than in connection with this litigation, unless and until such designation is removed
either by agreement of the parties or by order of the Court.

5. Information designated "CONFIDENTIAL" may be viewed only by:

(a) Counsel (as defined in paragraph C, above) of the receiving party;

(b) Independent experts and consultants and stenographic and clerical
employees associated with such experts/consultants. Prior to
receiving any Confidential Information of the producing party, the
expert or consultant must execute a copy of the "Agreement to Be
Bound by Stipulated Protective Order," attached hereto as Exhibit A.
Counsel for the receiving party must retain executed copies of such
exhibits;

(c) The Court and any Court staff and administrative personnel;

- (d) Any court reporter employed in this litigation and acting in that capacity; and
- (e) Any person indicated on the face of the document to be its author or co-author, or any person identified on the face of the document as one to whom a copy of such document was sent before its production in this action.
- (f) Party principals or executives, including insurers or claims representatives for the parties, who are required to participate in policy decisions with reference to this action;
- (g) Technical personnel of the parties with whom Counsel for the parties find it necessary to consult in preparation for trial of this action; and
- (h) Any mediator, settlement officer, or arbitrator, and their supporting personnel, mutually agreed upon by the Parties engaged in settlement discussions associated with this action;
- (i) Stenographic and clerical employees associated with the individuals identified above;
- (j) As ordered by the Court; and
- (k) Any other individual to whom the parties agree in writing.

6. All information that has been designated as “CONFIDENTIAL” by the producing or disclosing party, and any and all reproductions of that information, must be retained in the custody of the Counsel for the receiving party, except that independent experts authorized to view such information under the terms of this Order may retain custody of copies as necessary for their participation in this litigation, but only during the course of this litigation. The principals, employees or other agents of the parties who received information prior to and apart from this litigation that was subsequently disclosed in this litigation as “CONFIDENTIAL” may also retain copies of that information as is necessary for use in their respective businesses.

7. Before any Materials which are designated as “CONFIDENTIAL” (“Confidential Materials”) are filed with the Court for any purpose, the party seeking to file such material must seek permission of the Court to file the material under seal. **The parties must follow the procedural requirements of LRCiv 5.6.** Nothing in this order shall be construed as automatically permitting a party to file under seal. The mere fact the

1 parties have designated certain materials or information as confidential pursuant to an
 2 agreement or stipulation does not establish that any legal standard for placing those
 3 materials or information under seal has been met. *See Ctr. for Auto Safety v. Chrysler Grp.,*
 4 *LLC*, 809 F.3d 1092, 1101 (9th Cir. 2016). Where a party seeks to seal only certain portions
 5 of a given document, the unredacted version of the document, which should be lodged
 6 under seal pursuant to LRCiv 5.6(c), must include **highlighting** to indicate which portions
 7 of the document the party seeks to redact. Additionally, a party seeking to file under seal
 8 shall, within the applicable deadline, file a redacted, unsealed version of any motion,
 9 response or reply if the party is waiting for a ruling from the Court on filing an unredacted,
 10 sealed version of the same document. Further, no portion of the trial of the matter shall be
 11 conducted under seal.

12 8. Confidential Information and Confidential Materials shall be used solely for
 13 the prosecution or defense of this action.

- 14 a. A party that wishes to use Confidential Information and/or Materials for a
 15 purpose other than the prosecution or defense of this action must request
 16 permission, in writing, from Counsel for the producing party. The receiving
 17 party's request must identify the Confidential Information and/or Materials
 18 that the receiving party wishes to use and must identify the purpose for using
 19 it.
- 20 b. At any stage of these proceedings, any party may object to a designation of
 21 confidentiality. The party objecting to confidentiality must submit written
 22 objections and the grounds for the objections to Counsel for the producing
 23 party.
- 24 c. At any stage of these proceedings, any party may request that it be permitted
 25 to disclose Materials designated as Confidential Information to individuals
 26 not permitted by this Order to view such Materials. The party must submit
 27 to Counsel for the producing party a written notice identifying the relevant
 28 Materials and the individuals to whom the party wishes to disclose the
 Materials.

24 9. Disputes regarding the use of Confidential Information or Confidential
 25 Materials (including those outlined in Paragraph 8, above) shall be resolved as follows. If
 26 the request/dispute is not resolved consensually between the parties within fourteen (14)
 27 days of receipt the initial written request, objection or notice of dispute to the producing
 28 party, the requesting party may move the Court for a ruling. In the event any party files a

1 such motion, the Materials shall be submitted to the Court, under seal, for an in-camera
2 inspection. The Materials at issue must be treated as Confidential Information until the
3 Court has ruled on the request.:

4 10. All Confidential Information must be held in confidence by those inspecting
5 or receiving it. To the extent the Confidential Information has not been disclosed prior to
6 and apart from this litigation, it must be used only for purposes of this action. If the
7 Confidential Information was exchanged between the parties prior to and apart from this
8 litigation for purposes of conducting their respective businesses, the parties may continue
9 to use that otherwise Confidential Information for that purpose. The parties may not
10 distribute the Confidential Information beyond those persons or entities that had received
11 the Confidential Information prior to this litigation. In addition, counsel for each party,
12 and each person receiving Confidential Information, must take reasonable precautions to
13 prevent the unauthorized or inadvertent disclosure of such information. If Confidential
14 Information is disclosed to any person other than a person authorized by this Order, the
15 party responsible for the unauthorized disclosure must immediately bring all pertinent facts
16 relating to the unauthorized disclosure to the attention of the other parties and, without
17 prejudice to any rights and remedies of the other parties, make every effort to prevent
18 further disclosure by the party and by the person(s) receiving the unauthorized disclosure.

19 11. No party will be responsible to another party for disclosure of Confidential
20 Information under this Order if the information in question is not labeled or otherwise
21 identified as such in accordance with this Order.

22 12. If a party, through inadvertence, produces any Confidential Information
23 without labeling or marking or otherwise designating it as such in accordance with this
24 Order, the producing party may give written notice to the receiving party that the Materials
25 produced are deemed Confidential Information, and that the Materials produced should be
26 treated as such in accordance with that designation under this Order. The receiving party
27 must treat the Materials as confidential once the producing party so notifies the receiving
28 party. If the receiving party has disclosed the Materials before receiving the designation,

1 the receiving party must notify the producing party in writing of each such disclosure.
 2 Counsel for the parties will agree on a mutually acceptable manner of labeling or marking
 3 the inadvertently produced Materials as “CONFIDENTIAL” – SUBJECT TO
 4 PROTECTIVE ORDER.

5 13. Any party may designate as “CONFIDENTIAL” any Materials that were
 6 produced during the course of this action without such designation before the effective date
 7 of this Order, as follows:

- 8 (a) Parties to this action may designate such Materials by sending written
 9 notice of such designation, accompanied by copies of the designated
 10 Materials bearing the appropriate legend of “CONFIDENTIAL” to all
 11 other parties in possession or custody of such previously undesignated
 12 Materials. Any party receiving such notice and copies of designated
 13 Materials pursuant to this subparagraph shall return to the producing
 14 party all undesignated copies of such Materials in its custody or
 15 possession, or shall affix the appropriate legend to all copies of the
 16 designated Materials in its custody or possession.
- 17 (b) Upon notice of designation pursuant to this paragraph, parties shall
 18 also: (i) make no disclosure of such designated Materials or
 19 information contained therein except as allowed under this Order; and
 20 (ii) take reasonable steps to notify any persons known to have
 21 possession of such designated Materials or information of the effect
 22 of such designation under this Order.
- 23 (c) All such designations must be made within thirty (30) days of the date
 24 of this Order.

25 14. This Order will be without prejudice to the right of any party to oppose
 26 production of any information for lack of relevance, based on a claim of privilege or
 27 attorney work product, or any other ground other than the mere presence of Confidential
 28 Information. The existence of this Order must not be used by either party as a basis for
 discovery that is otherwise improper under the Federal Rules of Civil Procedure.

15 15. Information designated Confidential pursuant to this Order also may be
 16 disclosed if: (a) the party or non-party making the designation consents to such disclosure;
 17 (b) the Court, after notice to all affected persons, allows such disclosure; or (c) the party to
 18 whom Confidential Information has been produced thereafter becomes obligated to
 19 disclose the information in response to a lawful subpoena, provided that the subpoenaed

1 party gives prompt notice to Counsel for the party which made the designation, and permits
2 Counsel for that party sufficient time to intervene and seek judicial protection from the
3 enforcement of this subpoena and/or entry of an appropriate protective order in the action
4 in which the subpoena was issued.

5 16. Nothing in this Confidentiality Order shall limit any producing party's use
6 of its own documents or shall prevent any producing party from disclosing its own
7 Confidential Information to any person. Such disclosures shall not affect any confidential
8 designation made pursuant to the terms of this Order so long as the disclosure is made in a
9 manner which is reasonably calculated to maintain the confidentiality of the information.
10 Nothing in this Order shall prevent or otherwise restrict Counsel from rendering advice to
11 their clients, and in the course thereof, relying on examination of stamped confidential
12 information, provided that the contents of the information must not be disclosed, except as
13 otherwise permitted in this order.

14 17. Within thirty (30) days of the final termination of this action, including any
15 and all appeals, Counsel for each party must purge all Confidential Information from all
16 machine-readable media on which it resides and must either (a) return all Confidential
17 Information to the party that produced the information, including any copies, excerpts, and
18 summaries of that information, or (b) destroy it. With respect to paper copies, return or
19 destruction of Confidential Information is at the option of the producing party.
20 Notwithstanding the foregoing, Counsel for each party may retain all pleadings, briefs,
21 memoranda, motions, and other documents filed with the Court that refer to or incorporate
22 Confidential Information, and will continue to be bound by this Order with respect to all
23 such retained information, after the conclusion of this litigation. Further, attorney work
24 product Materials that contain Confidential Information need not be destroyed, but, if they
25 are not destroyed, the person in possession of the attorney work product will continue to
26 be bound by this Order with respect to all such retained information after the conclusion of
27 this litigation.

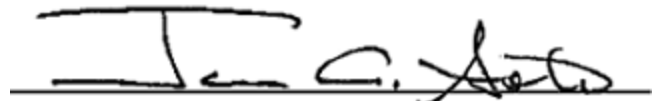
28 18. The restrictions and obligations set forth within this Order do not apply to

1 any information that: (a) the parties agree should not be designated Confidential
2 Information; (b) the parties agree, or the Court rules, is already public knowledge; or (c)
3 the parties agree, or the Court rules, has become public knowledge other than as a result of
4 a violation of this Order. This Order may be modified by agreement of the parties, subject
5 to approval by the Court. The Court may modify the terms and conditions of this Order
6 for good cause, or in the interest of justice, or on its own order at any time in these
7 proceedings.

8 19. After termination of this action, the provisions of this Order shall continue to
9 be binding, except with respect to those documents and information that became a matter
10 of public record. This Court retains and shall have continuing jurisdiction over the parties
11 and recipients of Confidential Information and Materials designated as confidential for
12 enforcement of the provisions of this Order following termination of this litigation.

13 Dated this 14th day of August, 2023.

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Honorable James A. Soto
United States District Judge

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6 **UNITED STATES DISTRICT COURT**
7 **DISTRICT OF ARIZONA**

8 Carlos Carrillo, an adult individual,

9 Plaintiff,

10 v.

11 Pima County Community College
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13 individual; Alex Carranza, an adult
14 individual; Amy Montano, an adult
15 individual;

16 Defendants.

No. 22CV00359-TUC-JAS

Acknowledgement of Protective Order

17 I, _____, declare and say that:

- 18 1. I am employed as _____
19 by _____.
- 20 2. I have read the Stipulated Protective Order (the “Order”) entered in
21 *Carillo v. State of Arizona, et al*, United States District Court, District of Arizona,
22 Case No. 22CV00359-TUC-JAS, and have received a copy of the Order.
- 23 3. I promise that I will use any and all “Confidential” information, as
24 defined in the Order, given to me only in a manner authorized by the Order, and only
25 to assist Counsel in the litigation of this matter.
- 26 4. I promise that I will not disclose or discuss such “Confidential”
27 information with anyone other than the persons described in paragraphs 5 and 8 of the
28 Order, or as authorized by the Court.

1 5. I acknowledge that, by signing this agreement, I am subjecting myself
2 to the jurisdiction of the United States District Court for the District of Arizona with
3 respect to the enforcement of the Order.

4 6. I understand that any disclosure or use of “Confidential” or
5 “Confidential – For Counsel Only” information in any manner contrary to the
6 provisions of the Protective Order may subject me to sanctions for contempt of court.

7 7. I will return all “Confidential” or “Confidential – For Counsel Only”
8 Materials (as defined in the Order) to the attorney who provided it to me, upon request
9 of that attorney, and I shall not retain any copies of said Materials or any information
10 contained within “Confidential” or “Confidential – For Counsel Only” Materials.

11
12 I declare under penalty of perjury that the foregoing is true and correct.

13
14
15 Date: _____

Signature